

REMARKS

This Amendment is in response to the Office Action mailed on July 22, 2009. Claims 1, 26, 35 and 37-39 are amended. No new matter is added. Claims 1, 3, 4, 8, and 22-29, 31-33, 35 and 37-40 are pending.

Examiner Interview:

Applicants thank Examiners Benjamin S. Fields and Harish Dass for conducting a telephonic interview with the Applicants' representative Amol Kavathekar on September 16, 2009. In the interview, possible claim amendments to overcome the non-patentable subject matter rejection to claims 1, 3, 4, 8, 22-25, 37 and 40 were discussed. No agreement was reached concerning allowable subject matter.

§101 Rejections:

Claims 1, 3, 4, 8, 22-25, 37 and 40 are rejected as being directed to non-patentable subject matter. Claim 1 is amended as suggested by the Examiners in the telephonic examiner interview of September 16, 2009. Withdrawal of this rejection is requested.

§103 Rejections:

Claims 1, 3, 4, 8, 22-29, 31-33, 35 and 37-40 are rejected as being unpatentable over Lazerson (US Patent No. 7,366,694) in view of Stanfield (US Publication No. 2008/0133278). This rejection is traversed.

Claim 1 is directed to a method of preserving an individual's access to credit by means of a service organization that recites, inter alia, on a periodic basis, obtaining authorization from the individual to contact and obtain dynamic credit information from a credit reporting bureau. Claim 1 also recites, on a periodic basis, deriving debt data for a credit card debt category and for an other debt category from dynamic credit information obtained from a credit reporting bureau, the debt data to be used in determining an amount necessary to provide coverage for aggregated insurance benefits. Also, claim 1 recites on a periodic basis determining the amount necessary to provide debt payment coverage based on the debt data derived from the credit information. Claim 1 further recites, on a periodic basis, presenting information to the individual which classifies the

debt data for the credit card debt category and for the other debt category, and allowing the individual to select among the credit card debt category and the other debt category for which the individual will obtain the aggregated insurance benefits.

The combination of Lazerson and Stanfield does not teach or suggest these features. First, nowhere does the combination of Lazerson and Stanfield teach or suggest obtaining authorization from the individual to contact and obtain dynamic credit information from a credit reporting bureau. The rejection on page 4 of the current Office Action asserts that Lazerson teaches these features. However, as noted in Applicants' June 5, 2009 Amendment, Lazerson only teaches receiving credit and financial information from the borrower – not a credit reporting bureau (see column 2, lines 50-51 of Lazerson).

The Response to Arguments section on page 12 of the current Office Action asserts that one of ordinary skill in the art would understand that such a step of contacting and obtaining credit information from a credit reporting bureau would be paramount to obtaining authorization from the individual to contact and obtain dynamic credit information from a credit reporting bureau. However, Applicants note that Lazerson does not teach or suggest a step of requiring authorization from an individual to share credit information to financial institutions. Lazerson merely teaches requiring authorization from an individual to share a credit grading to financial institutions, and not for requiring authorization to contact and obtain credit information from a credit reporting bureau, as recited in claim 1 (see column 2, lines 4-14 of Lazerson).

A credit grading authorized to be shared by the borrower to a financial institution is significantly different than obtaining authorization from the individual to contact and obtain dynamic credit information from a credit reporting bureau. Credit grading information is a grading determined for the borrower based on pre-established and objective criteria (see column 1, lines 59-63 of Lazerson). Thus, credit grading information appears to relate to information such as the borrower's credit score rather than the specific credit information of the borrower stored with a credit bureau.

The Response to Arguments section on page 12 of the current Office Action states that Figures 1, 2, paragraphs [0026-0027] and [0035-0037] and claim 10 of Stanfield teach obtaining authorization from the individual to contact and obtain dynamic credit

information from a credit reporting bureau. However, the portions cited in the Response to Arguments section at most teach receiving credit information from a credit reporting bureau. Stanfield is silent as to obtaining authorization from the individual to contact and obtain dynamic credit information from a credit reporting bureau.

Second, nowhere does the combination of Lazerson and Stanfield teach or suggest deriving debt data for a credit card debt category and for an other debt category from dynamic credit information obtained from a credit reporting bureau. As discussed above, Lazerson only teaches receiving credit and financial information from the borrower – not a credit reporting bureau (see column 2, lines 50-51 of Lazerson). Also, Lazerson is merely directed to a credit/financing process that allows a borrower to anonymously obtain and/or evaluate desired financial services from different lenders (see the Abstract and column 2, line 35-column 4, line 65 of Lazerson). Nowhere does Lazerson provide any interest in deriving debt data for a credit card debt category and for an other debt category from dynamic credit information obtained from a credit reporting bureau.

Stanfield also does not teach or suggest deriving debt data for a credit card debt category and for an other debt category from dynamic credit information obtained from a credit reporting bureau. In contrast, Stanfield is only interested in obtaining data regarding balances for a plurality of different credit cards. In contrast, claim 1 is directed to deriving debt data not only for a credit card debt category, but also for an other debt category. Thus, nowhere does Stanfield contemplate deriving debt data for a credit card debt category and an other debt category, as recited in claim 1.

The Response to Arguments section on page 13 of the current Office Action states that column 7, lines 38-63 of Lazerson teaches deriving debt data from credit information. However, the cited portion of Lazerson merely teaches providing future reminders or information on the borrowers' credit report and credit scores. Nowhere does Lazerson teach, suggest or even contemplate deriving debt data for a credit card debt category and for an other debt category from dynamic credit information obtained from a credit reporting bureau, as recited in claim 1.

Third, nowhere does the combination of Lazerson and Stanfield teach or suggest that debt data, for a credit card debt category and for an other debt category, be used in determining an amount necessary to provide coverage for aggregated insurance benefits,

as required by claim 1. Lazerson is merely directed to a credit/financing process that allows a borrower to anonymously obtain and/or evaluate desired financial services from different lenders (see the Abstract and column 2, line 35-column 4, line 65 of Lazerson). Thus, Lazerson is not directed to a process for obtaining aggregated insurance benefits and is therefore not interested in having debt data, for a credit card debt category and for an other debt category, be used in determining an amount necessary to provide coverage for aggregated insurance benefits.

Stanfield also does not teach or suggest that debt data, for a credit card debt category and an other debt category, be used in determining an amount necessary to provide coverage for aggregated insurance benefits. In contrast, Stanfield is only interested in obtaining data regarding balances for a plurality of different credit cards. In contrast, claim 1 is directed at deriving debt data not only for a credit card debt category, but also for an other debt category. Nowhere does Stanfield contemplate deriving debt data for a credit card debt category and an other debt category, as required by claim 1.

Moreover, there is no motivation in Lazerson to modify its systems and methods (i.e., providing a borrower a service to anonymously obtain and/or evaluate desired financing from different lenders) to include multi-credit card insurance features from Stanfield in order to obtain the features of determining an amount necessary to provide coverage for aggregated insurance benefits, as recited in claim 1. Lazerson is interested in financing (e.g. loans, such as mortgage or auto loans or credit cards) (see column 2, lines 34-36 of Lazerson) and has no interest in providing an insurance policy, let alone providing a multi-credit card insurance policy. Lazerson has no interest in using obtained credit information from the borrower in order to determine the type and amount of multi-credit card insurance necessary for a potential borrower. At most the combination of Lazerson and Stanfield appears to be a mishmash of features from two unrelated pieces of prior art that could only be obtained via hindsight analysis.

The rejection on page 6 of the current Office Action states that it would be obvious to one skilled in the art to modify the method and system of Stanfield for providing multi-credit card insurance with the features of Lazerson for the purpose of assisting borrowers avoid predatory lending and unjustified credit/financing rates. However, the rejection to claim 1 uses Lazerson as the primary reference and Stanfield as

the secondary reference. Thus, the analysis should be whether it would be obvious to one skilled in the art to modify the system and method of Lazerson with the features of Stanfield. As discussed above, nowhere does Lazerson contemplate determining or providing insurance policies for a borrower, let alone determining or providing multi-credit card insurance policies as provided by Stanfield. Thus, there is no motivation to combine Lazerson with Stanfield as provided in the rejection.

Fourth, nowhere does the combination of Lazerson and Stanfield teach or suggest on a periodic basis, determining an amount necessary to provide debt payment coverage based on the debt data derived from the credit information. The Response to Arguments section on page 13 of the current Office Action states that Lazerson shows, on a periodic basis determining an amount necessary to provide debt payment coverage based on the debt data derived from the credit information. At most, Lazerson teaches using credit information obtained from the borrower compared with financing qualification criteria and/or credit qualifying criteria in order to provide a borrower with an impartial credit evaluation or loan evaluation to be used as a check against offers from commercial lenders offering loans to the borrower (see column 2, lines 33-60). In contrast, the method of claim 1 recites determining an amount necessary to provide debt payment coverage based on the debt data derived from the credit information.

Stanfield does not overcome these deficiencies of Lazerson. Stanfield is only interested in obtaining data regarding balances for a plurality of different credit cards. In contrast, claim 1 is directed at deriving debt data not only for a credit card debt category, but also for an other debt category. Nowhere does Stanfield contemplate deriving debt data for a credit card debt category and an other debt category, as required by claim 1. Accordingly, Stanfield also does not teach or suggest on a periodic basis, determining an amount necessary to provide debt payment coverage based on the debt data derived from the credit information.

Fifth, nowhere does Lazerson or Stanfield teach or suggest presenting information to the individual which classifies the debt data for the credit card debt category and for the other debt category, and allowing the individual to select among the credit card debt category and the other debt category for which the individual will obtain the aggregated insurance benefits.

As discussed above, Lazerson is merely directed to a credit/financing process that allows a borrower to anonymously obtain and/or evaluate desired financial services from different lenders (see column 2, lines 34-47). Nowhere does Lazerson contemplate presenting information to the individual which classifies the debt data for the credit card debt category and for the other debt category, and allowing the individual to select among the credit card debt category and the other debt category for which the individual will obtain the aggregated insurance benefits.

Also, as Stanfield does not contemplate deriving debt data for a credit card debt category and an other debt category, Stanfield also does not teach or suggest presenting information to the individual which classifies the debt data for the credit card debt category and for the other debt category. Further, nowhere does Stanfield teach or suggest allowing the individual to select among the credit card debt category and the other debt category for which the individual will obtain the aggregated insurance benefits. Stanfield merely teaches a method that determines when the individual has added or deleted credit cards and obtains credit information and determines insurance premiums for all of the existing credit cards. In contrast, claim 1 allows the individual to select among the credit card debt category and the other debt category for which the individual will obtain the aggregated insurance benefits. For at least these reasons claim 1 is not suggested by the combination of Lazerson and Stanfield and should be allowed. Claims 3, 4, 8, 22-25, 37, 40 and 41 depend from claim 1 and should be allowed for at least the same reasons.

With respect to claim 23, nowhere does the combination of Lazerson and Stanfield teach or suggest entering a database including one or more insurance companies that provide the insurance coverage benefits, the database further including the specific premiums that the one or more insurance companies charge for issuing their aggregated insurance benefits. The rejection relies on several portions of Stanfield for teaching the features of claim 23. However, none of the portions of Stanfield relied upon in the rejection even contemplate the features of entering a database including one or more insurance companies that provide the insurance coverage benefits or the features of the database further including the specific premiums that the one or more insurance companies charge for issuing their aggregated insurance benefits. For at least these

reasons claim 23 should be allowed. Also, if this rejection is to be maintained, Applicants respectfully request clarification as to where these specific features are found in Stanfield.

With respect to claim 37, nowhere does the combination of Lazerson and Stanfield teach or suggest that the other debt category includes a mortgage loan debt category and/or an auto loan debt category. The rejection relies on the Abstract and claims 1-5 of Lazerson for teaching the features of claim 37. However, as discussed above, nowhere does Lazerson teach or suggest deriving debt data for a credit card debt category and for an other debt category from dynamic credit information obtained from a credit reporting bureau. Moreover, the Abstract and claims 1-5 of Lazerson at most provide a service for providing a borrower information regarding obtaining/evaluating mortgage and auto loans, not for deriving debt data for an existing mortgage or auto loan. Thus, Lazerson cannot even contemplate that an other debt category includes a mortgage loan debt category or an auto loan debt category, as recited in claim 37. For at least these reasons claim 37 should be allowed.

With respect to claim 40, nowhere does the combination of Lazerson and Stanfield teach or suggest that the specific insurance company selected to provide coverage for the aggregated insurance benefits is selected based on the state where the individual lives. The rejection states that these features are notoriously well known. Applicants respectfully disagree and request clarification as to where in Lazerson, Stanfield or any other prior art reference the features for a method of preserving an individual's access to credit by means of a service organization includes that the specific insurance company selected to provide coverage for the aggregated insurance benefits is selected based on the state where the individual lives. For at least these reasons claim 40 should be allowed.

Claims 26 and 35 are rejected for the same reasons as claim 1. Thus, for at least the same reasons discussed above with respect to claim 1, nowhere does the combination of Lazerson and Stanfield teach or suggest the similar features of claims 26 and 35. Claims 27-29, 31-33 and 38 depend from claim 26 and should be allowed for at least the

same reasons. Also, claim 39 depends from claim 35 and should be allowed for at least the same reasons.

Conclusion:

Applicants respectfully assert that claims 1, 3, 4, 8, and 22-29, 31-33, 35 and 37-40 are in condition for allowance. If a telephone conference would be helpful in resolving any issues concerning this communication, please contact Applicants' primary attorney-of record, James A. Larson (Reg. No. 40,443), at (612) 455-3805.



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Respectfully submitted,

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